


|   |  |   |  |  |  |   |  |                                     |                         |   |  |
|---|--|---|--|--|--|---|--|-------------------------------------|-------------------------|---|--|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br>Offeror To Complete Block 12, 17, 23, 24, & 30   |  |   |  | <b>1. Requisition Number</b><br>SEE SCHEDULE   |  | <b>Page</b> 1 <b>Of</b> 37  |  |                                     |                         |   |  |
| <b>2. Contract No.</b><br>W56HZV-04-C-0805  |  | <b>3. Award/Effective Date</b><br>2004SEP29 |  | <b>4. Order Number</b>   |  | <b>5. Solicitation Number</b>   |  | <b>6. Solicitation Issue Date</b>   |                         |   |  |
| <b>7. For Solicitation Information Call:</b><br>   |  |   | <b>A. Name</b><br>TERRY BEITELSHEES  |  |  | <b>B. Telephone Number (No Collect Calls)</b><br>(586) 574-6177   |  | <b>8. Offer Due Date/Local Time</b> |                         |   |  |
| <b>9. Issued By</b><br>TACOM WARREN<br>AMSTA-AQ-ATBD<br>WARREN, MICHIGAN 48397-5000<br><br>HTTP://CONTRACTING.TACOM.ARMY.MIL<br><br><b>e-mail:</b> BEITELST@TACOM.ARMY.MIL  |  |   | <b>Code</b><br>W56HZV  | <b>10. This Acquisition Is</b><br><input checked="" type="checkbox"/> <b>Unrestricted</b><br><input type="checkbox"/> <b>Set Aside:</b> % For<br><br><input type="checkbox"/> <b>Small Business</b><br><input type="checkbox"/> <b>Hubzone Small Business</b><br><input type="checkbox"/> <b>8(A)</b><br><br><b>NAICS:</b> 326150<br><b>Size Standard:</b> |  | <b>11. Delivery For FOB Destination Unless Block Is Marked</b><br><input type="checkbox"/> <b>See Schedule</b><br><br><input checked="" type="checkbox"/> <b>13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)</b><br><br><b>13b. Rating</b> DOA4<br><br><b>14. Method Of Solicitation</b><br><input type="checkbox"/> <b>RFQ</b> <input type="checkbox"/> <b>IFB</b> <input type="checkbox"/> <b>RFP</b> |  | <b>12. Discount Terms</b>           |                         |   |  |
| <b>15. Deliver To</b><br>SEE SCHEDULE   |  |   | <b>Code</b>  | <b>16. Administered By</b><br>DCMA PHILADELPHIA<br>700 ROBBINS AVENUE, BLDG 4-A<br>P.O. BOX 11427<br>PHILADELPHIA, PA 19111-0427   |  |   |  |                                     | <b>Code</b><br>S3915A   |   |  |
| <b>Telephone No.</b>  |  |   | <b>17. Contractor/Offeror</b> <b>Code</b> 1FCJ8 <b>Facility</b>  |  |  |   |  |                                     |                         | <b>18a. Payment Will Be Made By</b> <b>Code</b> HQ0337  |  |
| FOAMEX L.P.<br>TECHNICAL PRODUCTS GROUP<br>1000 COLUMBIA AVENUE<br>LINWOOD, PA. 19061   |  |   | DFAS - COLUMBUS CENTER<br>DFAS-CO/NORTH ENTITLEMENT OPERATION<br>P.O. BOX 182266<br>COLUMBUS OH 43218-2266 |  |  |   |  |                                     |                         |   |  |
| <b>Telephone No.</b>  |  |   | <input type="checkbox"/> <b>17b. Check If Remittance Is Different And Put Such Address In Offer</b>        |  |  |   |  |                                     |                         | <b>18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked</b><br><input type="checkbox"/> <b>See Addendum</b> |  |
| <b>19. Item No.</b>   | <b>20. Schedule Of Supplies/Services</b> |   |  |  | <b>21. Quantity</b>  | <b>22. Unit</b>   | <b>23. Unit Price</b>  |                                     | <b>24. Amount</b>       |   |  |
|   | SEE SCHEDULE                             |   |  |  |  |   |  |                                     |                         |   |  |
| (Use Reverse and/or Attach Additional Sheets As Necessary)  |  |   |  |  |  |   |  |                                     |                         |   |  |
| <b>25. Accounting And Appropriation Data</b><br>ACRN: AA 21 42035000041C1C01P51108931E1 S20113 W56HZV   |  |   |  |  |  |   | <b>26. Total Award Amount (For Govt. Use Only)</b><br>\$284,745.69 |                                     |                         |   |  |
| <input type="checkbox"/> <b>27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda</b> <input type="checkbox"/> <b>Are</b> <input type="checkbox"/> <b>Are Not Attached.</b>   |  |   |  |  |  |   |  |                                     |                         |   |  |
| <input checked="" type="checkbox"/> <b>27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda</b> <input checked="" type="checkbox"/> <b>Are</b> <input type="checkbox"/> <b>Are Not Attached.</b>  |  |   |  |  |  |   |  |                                     |                         |   |  |
| <input type="checkbox"/> <b>28. Contractor Is Required To Sign This Document And Return _____ Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.</b> |  |   |  |  | <input checked="" type="checkbox"/> <b>29. Award Of Contract: Ref.</b> W56HZV04R0916 <b>Offer Dated _____ Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:</b> SEE SCHEDULE |   |  |                                     |                         |   |  |
| <b>30a. Signature Of Offeror/Contractor</b>   |  |   |  |  | <b>31a. United States Of America (Signature Of Contracting Officer)</b>  |   |  |                                     |                         |   |  |
| <b>30b. Name And Title Of Signer (Type Or Print)</b>  |  |   | <b>30c. Date Signed</b>  |  | <b>31b. Name Of Contracting Officer (Type Or Print)</b><br>GREGORY M. DIXON /SIGNED/<br>DIXONG@TACOM.ARMY.MIL (586) 574-6873   |   |  |                                     | <b>31c. Date Signed</b> |   |  |
| Authorized For Local Reproduction<br>Previous Edition Is Not Usable   |  |   |  |  | Standard Form 1449 (Rev. 4/2002)<br>Prescribed By GSA-FAR (48 CFR) 53.212  |   |  |                                     |                         |   |  |

| 19.<br>Item No. | 20.<br>Schedule Of Supplies/Services | 21.<br>Quantity | 22.<br>Unit | 23.<br>Unit Price | 24.<br>Amount |
|-----------------|--------------------------------------|-----------------|-------------|-------------------|---------------|
|                 |                                      |                 |             |                   |               |

32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ Accepted, And Conforms To The Contract, Except As Noted: \_\_\_\_\_

|   |                                |                    |   |   |                       |
|---|--------------------------------|--------------------|---|---|-----------------------|
| 32b. Signature Of Authorized Government Representative        |                                | 32c. Date          | 32d. Printed Name and Title of Authorized Government Representative |   |                       |
| 32e. Mailing Address of Authorized Government Representative  |                                |                    | 32f. Telephone Number of Authorized Government Representative       |   |                       |
|   |                                |                    | 32g. E-Mail of Authorized Government Representative                 |   |                       |
| 33. Ship Number   |                                | 34. Voucher Number | 35. Amount Verified Correct For                                     | 36. Payment   | 37. Check Number      |
| <input type="checkbox"/> Partial                              | <input type="checkbox"/> Final |                    |   | <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final |                       |
| 38. S/R Account Number  | 39. S/R Voucher Number         | 40. Paid By        |   |   |                       |
| 41a. I Certify This Account Is Correct And Proper For Payment |                                |                    | 42a. Received By (Print)  |   |                       |
| 41b. Signature And Title Of Certifying Officer                |                                |                    | 41c. Date   | 42b. Received At (Location)   |                       |
|   |                                |                    |   | 42c. Date Rec'd (YY/MM/DD)  | 42d. Total Containers |

|   |  |                            |
|---|--|----------------------------|
| <b>CONTINUATION SHEET</b>                         | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-C-0805 <b>MOD/AMD</b> | <b>Page</b> 2 <b>of</b> 37 |
| <b>Name of Offeror or Contractor:</b> FOAMEX L.P. |  |                            |

SUPPLEMENTAL INFORMATION

|   | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|---|------------------------|--|-------------|
| 1   | 52.204-4850<br>(TACOM) | ACCEPTANCE APPENDIX  | FEB/2002    |
| <p>Contract Number W56HZV-04-C-0805 is awarded to Foamex L.P. The Government accepts your proposals dated August 12, 2004, August 24, 2004, and September 22, 2004 in response to Solicitation Number: W56HZV-04-R-0916, with Amendment 0001, signed by Fredrik Soderberg, Division Controller of your company.</p>   |                        |  |             |
| [End of Clause]   |                        |  |             |
| 2   | TACOM                  | DISCLOSURE OF UNIT PRICE INFORMATION   | DEC/2002    |
| <p>This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.</p>   |                        |  |             |
| [End of Notice]   |                        |  |             |
| 3   | 52.204-4016<br>(TACOM) | TACOM-WARREN ELECTRONIC CONTRACTING  | JUL/2003    |
| <p>(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<a href="http://contracting.tacom.army.mil/opportunity.htm">http://contracting.tacom.army.mil/opportunity.htm</a>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <a href="http://contracting.tacom.army.mil/userguide.htm">http://contracting.tacom.army.mil/userguide.htm</a> and <a href="http://contracting.tacom.army.mil/ebidnotice.htm">http://contracting.tacom.army.mil/ebidnotice.htm</a> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.</p>  |                        |  |             |
| <p>(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.</p>  |                        |  |             |
| <p>(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.</p>   |                        |  |             |
| <p>(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.</p> |                        |  |             |
| <p>(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: <a href="mailto:acqcenweb@tacom.army.mil">acqcenweb@tacom.army.mil</a></p>   |                        |  |             |
| <p>(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <a href="http://www.ecrc.ctc.com">http://www.ecrc.ctc.com</a></p>  |                        |  |             |
| [End of Clause]   |                        |  |             |
| 4   | 52.215-4854<br>(TACOM) | PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST | JUL/2002    |

|   |  |                            |
|---|--|----------------------------|
| <b>CONTINUATION SHEET</b>                         | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-04-C-0805 <b>MOD/AMD</b> | <b>Page</b> 3 <b>of</b> 37 |
| <b>Name of Offeror or Contractor:</b> FOAMEX L.P. |  |                            |

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

- [End of Clause]
- This Amendment 0001 to Solicitation W56HZV-04-R-0916 is issued to make the following revisions:
1. Section B is revised to add CLIN 0001AD for the M969 Fuel Tanker requirement.
  2. Drawing for the M969 Fuel Tanker is included as Attachment 004.
  3. Sections C, L, and M are revised as shown on the following pages.
  4. The Test Plan for the Primary Fuel Tank, Secondary Fuel Tank, and the eight cubic feet of safety foam is included as Attachment 0002.
  5. The Test Plan for the M969 Fuel Tanker is included as Attachment 003.
  6. FAR Clause 52.249-2 -- Termination for Convenience of the Government (Fixed-Price) is added.
  7. ADDRESS OFFERS TO:  
  
US ARMY TACOM  
ACQUISITION CENTER E-MAIL  
ATTN: AMSTA-AQ-BID LOBBY/OPENING  
WARREN, MI 48397-5000  
E-MAIL: OFFERS@TACOM.ARMY.MIL AND OFFERSMB@TACOM.ARMY.MIL  
FAX: (586)574-5527
  8. All other terms and conditions remain the same.

\*\*\* END OF NARRATIVE A 001 \*\*\*

|                    |   |              |
|--------------------|---|--------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-04-C-0805 MOD/AMD | Page 4 of 37 |
|--------------------|---|--------------|

Name of Offeror or Contractor: FOAMEX L.P.

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE     | AMOUNT      |
|---------|--|----------|------|----------------|-------------|
| 0001    | SUPPLIES OR SERVICES AND PRICES/COSTS<br><br>NSN: 9999-99-999-9999<br>FSCM: 19207<br>PART NR: 9999999999<br>SECURITY CLASS: Unclassified   |          |      |                |             |
| 0001AA  | <u>PRODUCTION QUANTITY</u><br><br>NOUN: FOAMEX - TYPPE VI<br>PRON: P149L762JZ PRON AMD: 01 ACRN: AA<br>AMS CD: 51108992015<br><br>TYPE VI SAFETY FOAM INSTALLED IN FIVE (5)<br>TANKS - P/N 5582606<br><br>(End of narrative B001)<br><br><u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u><br>INSPECTION: Destination ACCEPTANCE: Destination<br><br><u>Deliveries or Performance</u><br>DOC SUPPL<br><u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br>001 W56HZV4267S303 Y00000 M 3<br><u>PROJ CD BRK BLK PT</u><br>000<br><u>DEL REL CD QUANTITY DEL DATE</u><br>001 1 13-DEC-2004<br><br>FOB POINT: Destination<br><br>SHIP TO: <u>PARCEL POST ADDRESS</u><br>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br>(SHIP-TO) WILL BE FURNISHED PRIOR<br>TO THE SCHEDULED DELIVERY DATE FOR<br>ITEMS REQUIRED UNDER THIS<br>REQUISITION. | 1        | LO   | \$ 1,950.28000 | \$ 1,950.28 |

|                    |   |              |
|--------------------|---|--------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-04-C-0805 MOD/AMD | Page 5 of 37 |
|--------------------|---|--------------|

Name of Offeror or Contractor: FOAMEX L.P.

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE   | AMOUNT    |
|---------|--|----------|------|--------------|-----------|
| 0001AB  | <p><u>PRODUCTION QUANTITY</u></p> <p>1</p> <p>NOUN: FOAMEX - TYPPE VI<br/>PRON: P149L762JZ PRON AMD: 01 ACRN: AA<br/>AMS CD: 51108992015</p> <p>(End of narrative B001)</p> <p>TYPE VI SAFETY FOAM INSTALLED IN FOUR (4) FUEL CANS - P/N MIL-C-53109</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u><br/>DOC SUPPL<br/>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD<br/>001 W56HZV4267S303 Y00000 M 3<br/>PROJ CD BRK BLK PT<br/>000<br/>DEL REL CD QUANTITY DEL DATE<br/>001 1 13-DEC-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>(SHIP-TO) WILL BE FURNISHED PRIOR<br/>TO THE SCHEDULED DELIVERY DATE FOR<br/>ITEMS REQUIRED UNDER THIS<br/>REQUISITION.</p> | 1        | LO   | \$ 897.86000 | \$ 897.86 |

Name of Offeror or Contractor: FOAMEX L.P.

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE   | AMOUNT    |
|---------|--|----------|------|--------------|-----------|
| 0001AC  | <p><u>PRODUCTION QUANTITY</u></p> <p>1</p> <p>NOUN: FOAMEX - TYPPE VI<br/>PRON: P149L762JZ PRON AMD: 01 ACRN: AA<br/>AMS CD: 51108992015</p> <p>EIGHT (8) CUBIC FEET OF TYPE VI SAFETY FOAM</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u><br/>DOC SUPPL<br/><u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br/>001 W56HZV4267S303 Y00000 M 3<br/><u>PROJ CD BRK BLK PT</u><br/>000<br/><u>DEL REL CD QUANTITY DEL DATE</u><br/>001 1 13-DEC-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>(SHIP-TO) WILL BE FURNISHED PRIOR<br/>TO THE SCHEDULED DELIVERY DATE FOR<br/>ITEMS REQUIRED UNDER THIS<br/>REQUISITION.</p> | 1        | LO   | \$ 303.60000 | \$ 303.60 |

Name of Offeror or Contractor: FOAMEX L.P.

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE      | AMOUNT       |
|---------|--|----------|------|-----------------|--------------|
| 0001AD  | <p><u>PRODUCTION QUANTITY</u></p> <p>1</p> <p>NOUN: FOAMEX - TYPPE VI<br/>PRON: P149L762JZ PRON AMD: 01 ACRN: AA<br/>AMS CD: 51108992015</p> <p>TYPE VI SAFETY FOAM INSTALLED IN M969 FUEL TANKER</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u><br/>DOC SUPPL<br/><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u><br/>001 W56HZV4267S303 Y00000 M 3<br/><u>PROJ CD</u> <u>BRK BLK PT</u><br/>000<br/><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u><br/>001 1 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>(SHIP-TO) WILL BE FURNISHED PRIOR<br/>TO THE SCHEDULED DELIVERY DATE FOR<br/>ITEMS REQUIRED UNDER THIS<br/>REQUISITION.</p> | 1        | LO   | \$ 65,714.91000 | \$ 65,714.91 |

|   |   |  |
|---|---|--|
| <p align="center"><b>CONTINUATION SHEET</b></p> | <p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W56HZV-04-C-0805 <b>MOD/AMD</b></p> | <p align="center"><b>Page</b> 8 <b>of</b> 37</p> |
|---|---|--|

|   |   |   |
|---|---|---|
| <p align="center"><b>CONTINUATION SHEET</b></p> | <p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W56HZV-04-C-0805 <b>MOD/AMD</b></p> | <p align="right"><b>Page</b> 8 <b>of</b> 37</p> |
|---|---|---|

|   |   |   |
|---|---|---|
| <p align="center"><b>CONTINUATION SHEET</b></p> | <p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W56HZV-04-C-0805 <b>MOD/AMD</b></p> | <p align="right"><b>Page</b> 8 <b>of</b> 37</p> |
|---|---|---|

**Name of Offeror or Contractor:** FOAMEX L.P.

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE     | AMOUNT      |
|---------|--|----------|------|----------------|-------------|
| 0002    | NSN: 9999-99-999-9999<br>FSCM: 19207<br>PART NR: 99999999<br>SECURITY CLASS: Unclassified  |          |      |                |             |
| 0002AA  | <p><u>PRODUCTION QUANTITY</u></p> <p>1</p> <p>NOUN: FOAMEX - TYPE VII<br/>PRON: P149L763JZ      PRON AMD: 01      ACRN: AA<br/>AMS CD: 51108992015</p> <p>TYPE VII SAFETY FOAM INSTALLED IN FIVE (5)<br/>FUEL TANKS - P/N 5582606</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u><br/>DOC      SUPPL<br/><u>REL CD</u>      <u>MILSTRIP</u>      <u>ADDR</u>      <u>SIG CD</u>      <u>MARK FOR</u>      <u>TP CD</u><br/>001    W56HZV4267S304    Y00000      M           3<br/>                         <u>PROJ CD</u>      <u>BRK BLK PT</u><br/>                         000<br/><u>DEL REL CD</u>      <u>QUANTITY</u>      <u>DEL DATE</u><br/>001                   1                   13-DEC-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(Y00000)    SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                 (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                 TO THE SCHEDULED DELIVERY DATE FOR<br/>                 ITEMS REQUIRED UNDER THIS<br/>                 REQUISITION.</p> | 1        | LO   | \$ 2,091.51000 | \$ 2,091.51 |

|                    |   |              |
|--------------------|---|--------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-04-C-0805 MOD/AMD | Page 9 of 37 |
|--------------------|---|--------------|

Name of Offeror or Contractor: FOAMEX L.P.

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE   | AMOUNT    |
|---------|---|----------|------|--------------|-----------|
| 0002AB  | <p><u>PRODUCTION QUANTITY</u></p> <p>1</p> <p>NOUN: FOAMEX - TYPE VII<br/>PRON: P149L763JZ PRON AMD: 01 ACRN: AA<br/>AMS CD: 51108992015</p> <p>TYPE VII SAFETY FOAM INSTALLED IN FOUR (4)<br/>FUEL CANS - P/N MIL-C-53109</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u><br/>DOC SUPPL<br/><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u><br/>001 W56HZV4267S304 Y00000 M 3<br/><u>PROJ CD</u> <u>BRK BLK PT</u><br/>000<br/><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u><br/>001 1 13-DEC-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>(SHIP-TO) WILL BE FURNISHED PRIOR<br/>TO THE SCHEDULED DELIVERY DATE FOR<br/>ITEMS REQUIRED UNDER THIS<br/>REQUISITION.</p> | 1        | LO   | \$ 907.35000 | \$ 907.35 |

|                    |   |               |
|--------------------|---|---------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-04-C-0805 MOD/AMD | Page 10 of 37 |
|--------------------|---|---------------|

Name of Offeror or Contractor: FOAMEX L.P.

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE   | AMOUNT    |
|---------|--|----------|------|--------------|-----------|
| 0002AC  | <p><u>PRODUCTION QUANTITY</u></p> <p>1</p> <p>NOUN: FOAMEX - TYPE VII<br/>PRON: P149L763JZ PRON AMD: 01 ACRN: AA<br/>AMS CD: 51108992015</p> <p>EIGHT (8) CUBIC FEET OF TYPE VII SAFETY FOAM</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u><br/>DOC SUPPL<br/>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD<br/>001 W56HZV4267S304 Y00000 M 3<br/>PROJ CD BRK BLK PT<br/>000<br/>DEL REL CD QUANTITY DEL DATE<br/>001 1 31-MAR-2005</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>(SHIP-TO) WILL BE FURNISHED PRIOR<br/>TO THE SCHEDULED DELIVERY DATE FOR<br/>ITEMS REQUIRED UNDER THIS<br/>REQUISITION.</p> | 1        | LO   | \$ 331.20000 | \$ 331.20 |

Name of Offeror or Contractor: FOAMEX L.P.

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE      | AMOUNT       |
|---------|---|----------|------|-----------------|--------------|
| 0002AD  | <p><u>PRODUCTION QUANTITY</u></p> <p>1</p> <p>NOUN: FOAMEX - TYPE VII<br/>PRON: P149L763JZ PRON AMD: 01 ACRN: AA<br/>AMS CD: 51108992015</p> <p>TYPE VII SAFETY FOAM INSTALLED IN M969 FUEL TANKER</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u><br/>DOC SUPPL<br/><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u><br/>001 W56HZV4267S304 Y00000 M 3<br/><u>PROJ CD</u> <u>BRK BLK PT</u><br/>000<br/><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u><br/>001 1 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>(SHIP-TO) WILL BE FURNISHED PRIOR<br/>TO THE SCHEDULED DELIVERY DATE FOR<br/>ITEMS REQUIRED UNDER THIS<br/>REQUISITION.</p> | 1        | LO   | \$ 71,544.72000 | \$ 71,544.72 |

|   |   |  |
|---|---|--|
| <p align="center"><b>CONTINUATION SHEET</b></p> | <p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W56HZV-04-C-0805 <b>MOD/AMD</b></p> | <p align="right"><b>Page</b> 12 <b>of</b> 37</p> |
|---|---|--|

|   |   |  |
|---|---|--|
| <p align="center"><b>CONTINUATION SHEET</b></p> | <p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W56HZV-04-C-0805 <b>MOD/AMD</b></p> | <p align="right"><b>Page</b> 12 <b>of</b> 37</p> |
|---|---|--|

|   |   |  |
|---|---|--|
| <p align="center"><b>CONTINUATION SHEET</b></p> | <p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W56HZV-04-C-0805 <b>MOD/AMD</b></p> | <p align="right"><b>Page</b> 12 <b>of</b> 37</p> |
|---|---|--|

**Name of Offeror or Contractor:** FOAMEX L.P.

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE      | AMOUNT       |
|---------|--|----------|------|-----------------|--------------|
| 0003    | NSN: 9999-99-999-9999<br>FSCM: 19207<br>PART NR: 5582606<br>SECURITY CLASS: Unclassified   |          |      |                 |              |
| 0003AA  | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: FOAMEX - FINE PORE<br/>PRON: P149L774JZ    PRON AMD: 01    ACRN: AA<br/>AMS CD: 51108992015</p> <p>FINE PORE SAFETY FOAM INSTALLED IN FIVE (5)<br/>FUEL TANKS - P/N 5582606</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u><br/>DOC SUPPL<br/><u>REL CD</u>    <u>MILSTRIP</u>    <u>ADDR</u>    <u>SIG CD</u>    <u>MARK FOR</u>    <u>TP CD</u><br/>001 W56HZV4268S309 Y00000 M 3<br/>               <u>PROJ CD</u>    <u>BRK BLK PT</u><br/>               000<br/><u>DEL REL CD</u>    <u>QUANTITY</u>    <u>DEL DATE</u><br/>001                  1                  13-DEC-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>(SHIP-TO) WILL BE FURNISHED PRIOR<br/>TO THE SCHEDULED DELIVERY DATE FOR<br/>ITEMS REQUIRED UNDER THIS<br/>REQUISITION.</p> | 1        | LO   | \$ 16,315.19000 | \$ 16,315.19 |

|                    |   |               |
|--------------------|---|---------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-04-C-0805 MOD/AMD | Page 13 of 37 |
|--------------------|---|---------------|

Name of Offeror or Contractor: FOAMEX L.P.

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE   | AMOUNT    |
|---------|---|----------|------|--------------|-----------|
| 0003AB  | <p><u>PRODUCTION QUANTITY</u></p> <p>1</p> <p>NOUN: FOAMEX - FINE PORE<br/>PRON: P149L774JZ PRON AMD: 01 ACRN: AA<br/>AMS CD: 51108992015</p> <p>FINE PORE SAFETY FOAM INSTALLED IN FOUR (4)<br/>FUEL CANS - P/N MIL-C-53109</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u><br/>DOC SUPPL<br/><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u><br/>001 W56HZV4268S309 Y00000 M 3<br/><u>PROJ CD</u> <u>BRK BLK PT</u><br/>000<br/><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u><br/>001 1 13-DEC-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>(SHIP-TO) WILL BE FURNISHED PRIOR<br/>TO THE SCHEDULED DELIVERY DATE FOR<br/>ITEMS REQUIRED UNDER THIS<br/>REQUISITION.</p> | 1        | LO   | \$ 935.81000 | \$ 935.81 |

Name of Offeror or Contractor: FOAMEX L.P.

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE   | AMOUNT    |
|---------|--|----------|------|--------------|-----------|
| 0003AC  | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: FOAMEX - FINE PORE<br/>PRON: P149L774JZ PRON AMD: 01 ACRN: AA<br/>AMS CD: 51108992015</p> <p>EIGHT (8) CUBIC FEET OF FINE PORE SAFETY FOAM</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u><br/>DOC SUPPL<br/><u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br/>001 W56HZV4268S309 Y00000 M 3<br/><u>PROJ CD BRK BLK PT</u><br/>000<br/><u>DEL REL CD QUANTITY DEL DATE</u><br/>001 1 13-DEC-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>(SHIP-TO) WILL BE FURNISHED PRIOR<br/>TO THE SCHEDULED DELIVERY DATE FOR<br/>ITEMS REQUIRED UNDER THIS<br/>REQUISITION.</p> | 1        | LO   | \$ 414.00000 | \$ 414.00 |

Name of Offeror or Contractor: FOAMEX L.P.

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE      | AMOUNT       |
|---------|---|----------|------|-----------------|--------------|
| 0003AD  | <p><u>PRODUCTION QUANTITY</u></p> <p>1</p> <p>NOUN: FOAMEX - FINE PORE<br/>PRON: P149L774JZ PRON AMD: 01 ACRN: AA<br/>AMS CD: 51108992015</p> <p>FINE PORE SAFETY FOAM INSTALLED IN M969 FUEL TANKER</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u><br/>DOC SUPPL<br/><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u><br/>001 W56HZV4268S309 Y00000 M 3<br/><u>PROJ CD</u> <u>BRK BLK PT</u><br/>000<br/><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u><br/>001 1 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>(SHIP-TO) WILL BE FURNISHED PRIOR<br/>TO THE SCHEDULED DELIVERY DATE FOR<br/>ITEMS REQUIRED UNDER THIS<br/>REQUISITION.</p> | 1        | LO   | \$ 89,034.15000 | \$ 89,034.15 |

Name of Offeror or Contractor: FOAMEX L.P.

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE     | AMOUNT      |
|---------|---|----------|------|----------------|-------------|
| 0004    | NSN: 9999-99-999-9999<br>FSCM: 19207<br>PART NR: MIL-C-53109<br>SECURITY CLASS: Unclassified  |          |      |                |             |
| 0004AA  | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: FOAMEX - PROJECT 7<br/>PRON: P149L765JZ PRON AMD: 02 ACRN: AA<br/>AMS CD: 51108992015</p> <p>TYPE VI SAFETY FOAM - 2 7/8 INCH BALLS<br/>INSTALLED IN FOUR (4) FUEL CANS - P/N MIL-C-53109;</p> <p>TYPE VI SAFETY FOAM - 1 1/2 INCH BALLS<br/>INSTALLED IN FOUR (4) FUEL CANS - P/N MIL-C-53109; AND</p> <p>TYPE VI SAFETY FOAM - BLOCK CONFIGURATION<br/>INSTALLED IN FOUR (4) FUEL CAN - P/N MIL-C-53109</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u><br/>DOC SUPPL<br/><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u><br/>001 W56HZV4267S306 Y00000 M 3<br/><u>PROJ CD</u> <u>BRK BLK PT</u><br/>000<br/><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u><br/>001 1 13-DEC-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>(SHIP-TO) WILL BE FURNISHED PRIOR<br/>TO THE SCHEDULED DELIVERY DATE FOR<br/>ITEMS REQUIRED UNDER THIS<br/>REQUISITION.</p> | 1        | LO   | \$ 8,160.40000 | \$ 8,160.40 |

**Name of Offeror or Contractor:** FOAMEX L.P.

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE     | AMOUNT      |
|---------|---|----------|------|----------------|-------------|
| 0004AB  | <p><u>PRODUCTION QUANTITY</u></p> <p style="text-align: right;">1</p> <p>NOUN: FOAMEX - PROJECT 7<br/>           PRON: P149L765JZ      PRON AMD: 02      ACRN: AA<br/>           AMS CD: 51108992015</p> <p>TYPE VII SAFETY FOAM - 2 7/8 INCH BALLS<br/>           INSTALLED IN FOUR (4) FUEL CANS - P/N MIL-C-53109;</p> <p>TYPE VII SAFETY FOAM - 1 1/2 INCH BALLS<br/>           INSTALLED IN FOUR (4) FUEL CANS - P/N MIL-C-53109; AND</p> <p>TYPE VII SAFETY FOAM - BLOCK CONFIGURATION INSTALLED<br/>           IN FOUR (4) FUEL CAN - P/N MIL-C-53109</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>           INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u><br/>           DOC                      SUPPL<br/> <u>REL CD</u>    <u>MILSTRIP</u>    <u>ADDR</u>    <u>SIG CD</u>    <u>MARK FOR</u>    <u>TP CD</u><br/>           001   W56HZV4267S306   Y00000    M                      3<br/>                    <u>PROJ CD</u>        <u>BRK BLK PT</u><br/>                    000<br/> <u>DEL REL CD</u>        <u>QUANTITY</u>            <u>DEL DATE</u><br/>           001                      1                      13-DEC-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>           (Y00000)    SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                         (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                         TO THE SCHEDULED DELIVERY DATE FOR<br/>                         ITEMS REQUIRED UNDER THIS<br/>                         REQUISITION.</p> | 1        | LO   | \$ 8,160.40000 | \$ 8,160.40 |

|                    |   |  |
|--------------------|---|--|
| CONTINUATION SHEET | <p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W56HZV-04-C-0805 <b>MOD/AMD</b></p> | <p align="right"><b>Page</b> 18 <b>of</b> 37</p> |
|--------------------|---|--|

Page 18 of 37

**Name of Offeror or Contractor:** FOAMEX L.P.

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE     | AMOUNT      |
|---------|---|----------|------|----------------|-------------|
| 0004AC  | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: FOAMEX - PROJECT 7<br/>PRON: P149L765JZ PRON AMD: 02 ACRN: AA<br/>AMS CD: 51108992015</p> <p>Fine Pore Safety Foam - 2 7/8 inch balls install in Four (4) Fuel Cans - P/N MIL-C-53109; Fine Pore Safety Foam - 1 1/2 inch balls installed in Four (4) Fuel Cans P/N MIL-C-53109; and Fine Pore Safety Foam - Block Configuration installed in Four (4) Fuel Cans - P/N MIL-C-53109</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u><br/>DOC SUPPL<br/>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD<br/>001 W56HZV4267S306 Y00000 M 3<br/>PROJ CD BRK BLK PT<br/>000<br/>DEL REL CD QUANTITY DEL DATE<br/>001 1 13-DEC-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>(SHIP-TO) WILL BE FURNISHED PRIOR<br/>TO THE SCHEDULED DELIVERY DATE FOR<br/>ITEMS REQUIRED UNDER THIS<br/>REQUISITION.</p> | 1        | LO   | \$ 8,160.40000 | \$ 8,160.40 |
| 0004AD  | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: FOAMEX - PROJECT 7<br/>PRON: P149L765JZ PRON AMD: 02 ACRN: AA<br/>AMS CD: 51108992015</p> <p>Install either 1 1/2 or 2 7/8 inch balls of Type VI Safety Foam in Two (2) Fuel Tanks - P/N 5582606; Install either 1 1/2 or 2 7/8 inch balls of Type VII Safety Foam in Two</p>  | 1        | LO   | \$ 9,823.91000 | \$ 9,823.91 |

Name of Offeror or Contractor: FOAMEX L.P.

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
|         | <p>(2) Fuel Tanks - P/N 5582606; Install either 1 1/2 or 2 7/8 inch balls of Fine Pore Safety Foam in Two (2) Fuel Tanks - P/N 5582606; and Install uniform sized Blocks of either Type VI, Type VII, or Fine Pore Type Safety Foam into Two (2) Fuel Tanks - P/N 5582606. Final selection of the size of balls and the Type of Safety Foam Blocks is to be based on the test results for the Fuel Cans filled with the same material in CLINS 0004AA, 0004AB, and 0004AC.</p><br><p>(End of narrative B002)</p><br><p><u>Packaging and Marking</u></p><br><p><u>Inspection and Acceptance</u><br/> INSPECTION: Destination      ACCEPTANCE: Destination</p><br><p><u>Deliveries or Performance</u><br/> DOC SUPPL<br/> <u>REL CD</u>    <u>MILSTRIP</u>    <u>ADDR</u>    <u>SIG CD</u>    <u>MARK FOR</u>    <u>TP CD</u><br/> 001 W56HZV4267S306 Y00000 M 3<br/> <u>PROJ CD</u>    <u>BRK BLK PT</u><br/> 000<br/> <u>DEL REL CD</u>    <u>QUANTITY</u>    <u>DEL DATE</u><br/> 001 1 UNDEFINITIZED</p><br><p>FOB POINT: Destination</p><br><p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/> (SHIP-TO) WILL BE FURNISHED PRIOR<br/> TO THE SCHEDULED DELIVERY DATE FOR<br/> ITEMS REQUIRED UNDER THIS<br/> REQUISITION.</p> |          |      |            |        |

|  |  |   |
|--|--|---|
| <p style="text-align: center;"><b>CONTINUATION SHEET</b></p> | <p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-C-0805      MOD/AMD</p> | <p style="text-align: center;"><b>Page 20 of 37</b></p> |
|--|--|---|

**Name of Offeror or Contractor:** FOAMEX L.P.

The performance of work under this contract involves Government Furnished Material (GFM), and the Contract's Scope of Work requires the contractor to introduce its Polyurethane Safety Foam into this GFM. The resulting end products will be tested by the Government to assess the extent to which the contractor's Polyurethane Safety Foam achieves the requirements and desired objectives of the scope of work. Some of this Government testing will ultimately result in the destruction of the original Government Furnished Material. This is of particular importance to the Government with respect to the M969 fuel tanker, which has a very high acquisition unit cost, and which is currently a high demand item in the Army inventory. Accordingly, it is the intent of this contract that both (a) the introduction of the contractor's Polyurethane Foam into the M969 fuel tanker through performance of SOW C.1.8 through C.1.11, and (b) any resultant testing to be accomplished by the Government on the M969 fuel tanker (to include the destructive testing), will only be performed where it is expected that valuable test results will be gleaned from the destructive testing on the GFM M969 fuel tanker. Therefore, it is the intent of the parties that contract performance be sub-divided into 2 distinct segments as follows (also see the contract's period of performance):

1. Performance of work under SOW Paragraphs C.1.1 thru C.1.7 for the HMMWV primary and secondary fuel storage devices (to include Government conducted testing on both HMMWV fuel storage devices).
2. Performance of work under SOW Paragraphs C.1.8 thru C.1.11 for the M969 fuel tanker (to include Government conducted testing on the M969 fuel tanker).

Upon Contract award, and while this contract is fully funded for the entire Scope of Work, the contractor is only authorized to perform work, and incur any costs, under the SOW Paragraphs C.1.1 through C.1.7 for the HMMWV primary and secondary fuel storage devices . Upon "successful" completion of Government testing of the HMMWV primary and secondary fuel storage devices, the Government will provide the contractor with written authorization to proceed with contract performance as specified in SOW Paragraphs C.1.8 thru C.1.11 for the M969 fuel tanker.

For the purpose of this contract, "successful" contract performance on the HMMWV primary and secondary fuel storage devices will be defined as follows:

- a. Meeting the HMMWV required requirements specified in C.1.5.
- b. Reasonably approaching achievement of Desired requirements of C.1.6(a-k)

In the event the contractor's Polyurethane Safety Foam successfully achieves 2 (a-b) above, as a result of Government testing, the Government will provide written authorization for the Contractor to continue contract performance under SOW Paragraphs C.1.8 thru C.1.11 for the M969 fuel tanker.

In the event the contractor's Polyurethane Safety Foam does not successfully achieve 2 (a-b) above, as a result of Government testing, the parties hereto agree that contract performance under SOW Paragraphs C.1.8 thru C.1.11 for the M969 fuel tanker will be terminated for the convenience of the Government, at no cost to the Government, pursuant to contract provision 52.249-2.

\*\*\* END OF NARRATIVE B 001 \*\*\*

|   |  |  |
|---|--|--|
| <p align="center"><b>CONTINUATION SHEET</b></p> | <p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W56HZV-04-C-0805      <b>MOD/AMD</b></p> | <p align="center"><b>Page 21 of 37</b></p> |
|---|--|--|

**Name of Offeror or Contractor:** FOAMEX L.P.

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT  
Title: POLYURETHANE FOAM FOR EXPLOSION MITIGATION IN MILITARY GROUND VEHICLES

Definitions:

- a. The following scope of work includes "Required" and "Desired" requirements. The "Required" requirements represent threshold requirements which must be met in order for the items to be inspected and accepted for payment. The "Desired" requirements represent objective requirements which the contractor, consistent with the contractor's technical proposal as evaluated for award, will utilize its best efforts to achieve.
- b. The following scope of work includes the terms "Primary fuel storage device" and "Secondary fuel storage device". The "Primary fuel storage device" means part number 5582606 (NSN 2910-01-263-3224, the fuel tank for the HMMWV). The "Secondary fuel storage device" means part number MIL-C-53109 (NSN 7240-01-337-5269, the 5 gallon fuel can).

C.1.1 Statement of Work:  
The U.S. Army Tank Automotive and Armaments Command (TACOM) will procure, test (IAW the Test Plan included as Attachments 002 and 003), and evaluate Polyurethane Foam ("Safety Foam") as one possible means by which to mitigate the risk of explosion and fuel sustained fires in the primary fuel storage device of military ground vehicles and supplemental fuel storage devices carried as cargo, and large capacity fuel storage devices..

C.1.2 Background:  
Requirements do not exist within the U.S. Army Tank Automotive and Armaments Command for polyurethane foam as an explosion mitigation solution for military ground vehicles.

C.1.3 Objective:  
The objective of this contracting effort is to permit the evaluation of the suitability of polyurethane foam as an explosion mitigation solution in military ground vehicles, while affording the U.S. Army a basis for comparison with non-foam based systems.

C.1.4 Deliverables (Primary and Secondary Fuel Tanks):  
Note: The polyurethane foam cannot be exposed to any fuel prior to its submission to the government.

- a. Mandatory Deliverables.
- Five (5) part number 5582606 (NSN 2910-01-263-3224, "Tank Assembly") and four (4) part number MIL-C-53109 (NSN 7240-01-337-5269, "CAN: fuel, steel, MIL type, 5 gal.") installed with the Contractors proposed Type VI flame arresting polyurethane foam.
  - Five (5) part number 5582606 (NSN 2910-01-263-3224, "Tank Assembly") and four (4) part number MIL-C-53109 (NSN 7240-01-337-5269, "CAN: fuel, steel, MIL type, 5 gal.") installed with the Contractors proposed Type VII flame arresting polyurethane foam.
  - Five (5) part number 5582606 (NSN 2910-01-263-3224, "Tank Assembly") and four (4) part number MIL-C-53109 (NSN 7240-01-337-5269, "CAN: fuel, steel, MIL type, 5 gal.") installed with the Contractors proposed Fine Pore flame arresting polyurethane foam.
  - Eight (8) additional cubic feet of each of the same type of polyurethane foam (Type VI, Type VII, and Fine Pore) used in part numbers 5582606 and MIL-C-53109 for evaluation and testing by the Government.
  - Four (4) part MIL-C-53109 (NSN 7240-01-337-5269, "CAN: fuel, steel, MIL type, 5 gal." ) filled with 1 1/2 inch spheres of Type VI polyurethane foam.
  - Four (4) part MIL-C-53109 (NSN 7240-01-337-5269, "CAN: fuel, steel, MIL type 5 gal.") filled with 2- 7/8 inch spheres of Type VI polyurethane foam.
  - Four (4) part MIL-C-53109 (NSN 7240-01-337-5269, "CAN: fuel, steel, MIL type, 5 gal.") filled with 1 1/2 inch spheres of Type VII polyurethane foam.
  - Four (4) part MIL-C-53109 (NSN 7240-01-337-5269, "CAN: fuel, steel, MIL type, 5 gal.") filled with 2-7/8 inch spheres of Type VII polyurethane foam.
  - Four (4) part MIL-C-53109 (NSN 7240-01-337-5269, "CAN: fuel, steel, MIL type, 5 gal.") filled with 1 1/2 inch spheres of "fine pore" polyurethane foam.
  - Four (4) part MIL-C-53109 (NSN 7240-01-337-5269, "CAN: fuel, steel, MIL type, 5 gal.") filled with 2-7/8 inch spheres of "fine pore" polyurethane foam.
  - Four (4) part MIL-C-52109 (NSN 7240-01-337-5269, "CAN: fuel, steel, MIL type, 5 gal.") filled with uniform sized blocks of Type VI polyurethane foam.
  - Four (4) part MIL-C-52109 (NSN 7240-01-337-5269, "CAN: fuel, steel, MIL type, 5 gal.") filled with uniform sized blocks of Type VII polyurethane foam.
  - Four (4) part MIL-C-52109 (NSN 7240-01-337-5269, "CAN: fuel, steel, MIL type, 5 gal.") filled with uniform sized blocks of "fine pore" polyurethane foam.
- b. If upon the completion of Phase 1 testing, as defined by Attachment 005, the Government decides to evaluate using Type VI, Type VII, and/or "Fine Pore" 1 1/2 inch spheres or 2-7/8 inch spheres or blocks of flame arresting polyurethane foam in the primary fuel tank of military ground vehicles, the following deliverables apply:
- Two (2) part 5582606 (NSN 2910-01-263-3224, "Tank Assembly") for the installation of either 1 1/2 or 2-7/8 inch spheres of TYPE VI flame arresting polyurethane foam; final selection is to be based on the test results for secondary fuel storage devices filled with the same material.
  - Two (2) part 5582606 (NSN 2910-01-263-3224, "Tank Assembly") for the installation of either 1 1/2 or 2-7/8 inch spheres of Type VII flame arresting polyurethane foam; final selection is to be based on the test results for secondary fuel storage devices filled with the same material.
  - Two (2) part 5582606 (NSN 2910-01-263-3224, "Tank Assembly") for the installation of either 1 1/2 or 2-7/8 inch spheres of "Fine Pore" flame arresting polyurethane foam; final selection is to be based on the test results for secondary fuel storage devices filled with the same material.
  - Two (2) part 5582606 (NSN 2910-01-263-3224, "Tank Assembly") for the installation of uniform sized blocks of Type VI or Type VII or "Fine Pore" flame arresting polyurethane foam; final selection is to be based on the test results for secondary fuel storage devices filled with the same material.

|   |   |                      |
|---|---|----------------------|
| <b>CONTINUATION SHEET</b>                         | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-C-0805<br><b>MOD/AMD</b> | <b>Page 22 of 37</b> |
| <b>Name of Offeror or Contractor:</b> FOAMEX L.P. |   |                      |

C.1.5 Required (Primary and Secondary Fuel Tanks):

- a. The polyurethane foam shall be flame arresting and of the type designed to prevent explosions and fires in fuel tanks filled with JP-8 fuel.
- b. The polyurethane foam will not require reinforcing the supporting hardware of primary and supplemental fuel storage devices.
- c. The polyurethane foam shall resist degradation when exposed to JP-8 fuel.

C.1.6 Desired (Primary and Secondary Fuel Tanks):

Notice: The following applies to both the primary and secondary fuel storage devices, unless indicated otherwise.

- a. In order to minimize fuel discharge and the risk of incineration caused by fuel loss, it is desired to have 95% to 100% fuel containment when a fuel storage device is penetrated by 7.62 mm Armor Piercing Incendiary (API) rounds traversing liquid, or vapor, or liquid and fuel-vapor mixed with atmospheric air within the fuel storage device.
- b. In order to minimize the risk of incineration, it is desired to have at least one hour of explosion and incendiary protection once a fuel storage device is penetrated by 7.62 mm Armor Piercing Incendiary (API) rounds traversing liquid, or vapor, or liquid and fuel-vapor mixed with atmospheric air within the fuel storage device.
- c. The polyurethane foam should not increase the temperature of JP-8 fuel in a fuel storage device,
- d. The polyurethane foam should not accumulate an electrical potential,
- e. The polyurethane foam should not hold or attract airborne moisture,
- f. The polyurethane foam should not promote microbial or fungal growth, wax formation, or particulate precipitation,
- g. The polyurethane foam should not degrade military ground vehicle crashworthiness once retrofitted (applies only to the primary fuel storage device), and
- h. The polyurethane foam should not fracture or become unstable or rupture a fuel storage device when exposed to alternating temperature cycles (-50 F to 120 F) and vibration/inertia caused by vehicle operation.
- i. The polyurethane foam should have no effect on fuel flow in hot (120 F) or arctic (-50 F) climates nor impact fuel refill procedures, and
- j. The polyurethane foam should be removable for inspection.
- k. When used in primary fuel storage devices ground vehicle range should not degrade more than five miles of the maximum range. When used in supplemental fuel storage devices the usable fuel capacity of the storage device should not degrade by more than 5%.

C.1.7 Performance Period (Primary and Secondary Fuel Tanks):

The performance period for preparing and installing polyurethane foam into Government Furnished Material (GFM) and delivering that material, along with the additional eight (8) cubic feet of polyurethane foam, to the designated Government test facility for evaluation and testing is forty-five (45) days from the date of receipt of the Government Furnished Material. All material submitted to the Government by an offeror is subject to inspection for content and damage prior to acceptance. All material once accepted becomes the property of the Government.

C.1.8 Deliverables (M969 Fuel Tanker):

Note: The polyurethane foam cannot be exposed to any fuel prior to its submission to the government.

- a. One (1) M969 Fuel Tanker with the proposed Type VI flame arresting polyurethane foam installed.
- b. One (1) M969 Fuel Tanker with the proposed Type VII flame arresting polyurethane foam installed.
- c. One (1) M969 Fuel Tanker with the proposed Fine Pore flame arresting polyurethane foam installed.
- d. A report documenting the tools, procedures, and man hours required to retrofit the M969 Fuel Tanker provided by TACOM with flame arresting polyurethane foam, to include polyurethane foam removal and disposal after use.

C.1.9 Required (M969 Fuel Tanker):

- a. An offeror cannot modify the M969 Fuel Tanker provided for this effort - flame arresting polyurethane foam must be installed without cutting or making structural changes to the M969 Fuel Tanker provided.

C.1.10 Desired (M969 Fuel Tanker):

- a. In order to minimize fuel discharge and the risk of incineration caused by fuel loss, it is desired to have 95% to 100% fuel containment when a M969 Fuel Tanker is penetrated by shaped charge rounds, such as rocket propelled grenades (RPG's), traversing liquid, or vapor, or liquid and fuel-vapor mixed with atmospheric air within the M969 Fuel Tanker.
- b. In order to minimize the risk of incineration, it is desired to have at least one hour of explosion and incendiary protection once a M969 Fuel Tanker is penetrated by shaped charge rounds, such as rocket propelled grenades (RPG's), traversing liquid, or vapor, or liquid and fuel-vapor mixed with atmospheric air within the M969 Fuel Tanker.
- c. The usable fuel capacity of the M969 should not degrade by more than 5%.

C.1.11 Performance Period (M969 Fuel Tanker):

The performance period for preparing and installing polyurethane foam into Government Furnished Material (GFM) and delivering that material to the designated Government test facility for evaluation and testing is sixty (60) days from the date of receipt of the Government Furnished Material. All offeror material submitted to the Government is subject to inspection for content and damage prior to acceptance; all material once accepted becomes the property of the Government.

C.1.12 Government Furnished Material (GFM):

- a.) The U.S. Army Tank Automotive and Armaments Command will supply to the Contractors facility within thirty (30) days from the date of award, for each selected proposal the following:

- 1) Fifteen (15) part number 5582606 (NSN 2910-01-263-3224, "Tank Assembly"), and
- 2) Forty-eight (48) part number MIL-C-53109 (NSN 7240-01-337-5269, "Can: Fuel, Steel, MIL type, 5 gal.").

See Attachment 001 for the drawings for the above part numbers. An offeror is responsible for preparing and installing polyurethane foam into the GFM and delivering that material to the U.S. Army Aberdeen Test Center (ATC) for evaluation and testing. Submitted material will be clearly and permanently marked to prevent misidentification upon receipt; material with markings impeding evaluation will be rejected. The GFM is currently stocked at GSA facilities. The U.S. Army Tank Automotive and Armaments Command will not provide military ground vehicles or any JP-8 fuel for this initial effort.

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-C-0805 <b>MOD/AMD</b> | <b>Page 23 of 37</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:** FOAMEX L.P.

b. If upon the completion of Phase 1 testing, as defined by Attachment 005, the Government decides to evaluate using Type VI, Type VII, and/or "Fine Pore" 1 1/2 inch spheres or 2-7/8 inch spheres or blocks of flame arresting polyurethane foam in the primary fuel tank of military ground vehicles, the U.S. Army Tank Automotive and Armaments Command will provide an offeror with notice of its intent to supply to the Contractors facility, on or after the sixtieth (60th) day from the date of the completion of Phase 1 testing, as defined by Attachment 005, the following additional GFM:

1) Eight (8) part 5582606 (NSN 2910-01-263-3224, "Tank Assembly") for evaluation and product application.

c.) If upon the completion of testing as defined by Attachment 002, the Government decides to further evaluate using flame arresting polyurethane foam in military ground vehicles, the U.S. TACOM will provide an offeror with notice of its intent to supply to the contractor's facility, on or after the sixtieth (60th) day from the date of the completion of testing defined by Attachment 002, for each selected proposal the following: Three (3) M969 Fuel Tanker, excluding the tractor.

See Attachment 004 for the drawings for this item. An offeror is responsible for preparing and installing polyurethane foam into the GFM and delivering that material to the U.S. Army Aberdeen Test Center (ATC) for evaluation and testing via commercial transport. The U.S. Army Tank Automotive and Armaments Command will not provide JP-8 fuel for this effort.

C.1.13 Travel/Security:

To ensure consistency all testing will occur at the U.S. Army Aberdeen Test Center (ATC). Contractor representatives may observe penetration testing of their product, subject to the policies and security restrictions of the test facility.

\*\*\* END OF NARRATIVE C 001 \*\*\*

|  |   |                          |               |
|--|---|--------------------------|---------------|
| CONTINUATION SHEET                         | Reference No. of Document Being Continued |                          | Page 24 of 37 |
|  | PIIN/SIIN                                 | W56HZV-04-C-0805 MOD/AMD |               |
| Name of Offeror or Contractor: FOAMEX L.P. |   |                          |               |

CONTRACT ADMINISTRATION DATA

| LINE   | PRON/<br>AMS CD/<br>ITEM                  | OBLG<br>ACRN | STAT | ACCOUNTING CLASSIFICATION |                                    | JOB<br>ORDER<br>NUMBER | ACCOUNTING<br>STATION |    | OBLIGATED<br>AMOUNT |
|--------|---|--------------|------|---------------------------|------------------------------------|------------------------|-----------------------|----|---------------------|
| 0001AA | P149L762JZ<br>51108992015<br>A14P50151CFX | AA           | 2    | 21                        | 42035000041C1C01P51108931E1 S20113 | 4ZLT23                 | W56HZV                | \$ | 1,950.28            |
| 0001AB | P149L762JZ<br>51108992015<br>A14P50151CFX | AA           | 2    | 21                        | 42035000041C1C01P51108931E1 S20113 | 4ZLT23                 | W56HZV                | \$ | 897.86              |
| 0001AC | P149L762JZ<br>51108992015<br>A14P50151CFX | AA           | 2    | 21                        | 42035000041C1C01P51108931E1 S20113 | 4ZLT23                 | W56HZV                | \$ | 303.60              |
| 0001AD | P149L762JZ<br>51108992015<br>A14P50151CFX | AA           | 2    | 21                        | 42035000041C1C01P51108931E1 S20113 | 4ZLT23                 | W56HZV                | \$ | 65,714.91           |
| 0002AA | P149L763JZ<br>51108992015<br>A14P50151CFX | AA           | 2    | 21                        | 42035000041C1C01P51108931E1 S20113 | 4ZLT23                 | W56HZV                | \$ | 2,091.51            |
| 0002AB | P149L763JZ<br>51108992015<br>A14P50151CFX | AA           | 2    | 21                        | 42035000041C1C01P51108931E1 S20113 | 4ZLT23                 | W56HZV                | \$ | 907.35              |
| 0002AC | P149L763JZ<br>51108992015<br>A14P50151CFX | AA           | 2    | 21                        | 42035000041C1C01P51108931E1 S20113 | 4ZLT23                 | W56HZV                | \$ | 331.20              |
| 0002AD | P149L763JZ<br>51108992015<br>A14P50151CFX | AA           | 2    | 21                        | 42035000041C1C01P51108931E1 S20113 | 4ZLT23                 | W56HZV                | \$ | 71,544.72           |
| 0003AA | P149L774JZ<br>51108992015<br>A14P50151CFX | AA           | 2    | 21                        | 42035000041C1C01P51108931E1 S20113 | 4ZLT23                 | W56HZV                | \$ | 16,315.19           |
| 0003AB | P149L774JZ<br>51108992015<br>A14P50151CFX | AA           | 2    | 21                        | 42035000041C1C01P51108931E1 S20113 | 4ZLT23                 | W56HZV                | \$ | 935.81              |
| 0003AC | P149L774JZ<br>51108992015<br>A14P50151CFX | AA           | 2    | 21                        | 42035000041C1C01P51108931E1 S20113 | 4ZLT23                 | W56HZV                | \$ | 414.00              |
| 0003AD | P149L774JZ<br>51108992015<br>A14P50151CFX | AA           | 2    | 21                        | 42035000041C1C01P51108931E1 S20113 | 4ZLT23                 | W56HZV                | \$ | 89,034.15           |
| 0004AA | P149L765JZ<br>51108992015<br>A14P50151CFX | AA           | 2    | 21                        | 42035000041C1C01P51108931E1 S20113 | 4ZLT23                 | W56HZV                | \$ | 8,160.40            |
| 0004AB | P149L765JZ<br>51108992015<br>A14P50151CFX | AA           | 2    | 21                        | 42035000041C1C01P51108931E1 S20113 | 4ZLT23                 | W56HZV                | \$ | 8,160.40            |
| 0004AC | P149L765JZ<br>51108992015<br>A14P50151CFX | AA           | 2    | 21                        | 42035000041C1C01P51108931E1 S20113 | 4ZLT23                 | W56HZV                | \$ | 8,160.40            |

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

Page 25 of 37

**PIIN/SIIN** W56HZV-04-C-0805

**MOD/AMD**

**Name of Offeror or Contractor:** FOAMEX L.P.

| LINE   | PRON/<br>AMS CD/ | OBLG | JOB  | ORDER                     | ACCOUNTING                  | OBLIGATED |        |        |    |            |
|--------|------------------|------|------|---------------------------|-----------------------------|-----------|--------|--------|----|------------|
| ITEM   | MIPR             | ACRN | STAT | ACCOUNTING CLASSIFICATION | NUMBER                      | STATION   | AMOUNT |        |    |            |
| 0004AD | P149L765JZ       | AA   | 2    | 21                        | 42035000041C1C01P51108931E1 | S20113    | 4ZLT23 | W56HZV | \$ | 9,823.91   |
|        | 51108992015      |      |      |                           |                             |           |        |        |    |            |
|        | A14P50151CFX     |      |      |                           |                             |           |        |        |    |            |
|        |                  |      |      |                           |                             |           |        | TOTAL  | \$ | 284,745.69 |

| SERVICE     |                      |                                  |                             |        |  | ACCOUNTING     | OBLIGATED            |
|-------------|----------------------|----------------------------------|-----------------------------|--------|--|----------------|----------------------|
| <u>NAME</u> | <u>TOTAL BY ACRN</u> | <u>ACCOUNTING CLASSIFICATION</u> |                             |        |  | <u>STATION</u> | <u>AMOUNT</u>        |
| Army        | AA                   | 21                               | 42035000041C1C01P51108931E1 | S20113 |  | W56HZV         | \$ <u>284,745.69</u> |
|             |                      |                                  |                             |        |  | TOTAL          | \$ 284,745.69        |

| CONTINUATION SHEET                         | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-04-C-0805 MOD/AMD | Page 26 of 37 |
|--|---|---------------|
| Name of Offeror or Contractor: FOAMEX L.P. |   |               |

CONTRACT CLAUSES

|    | Regulatory Cite | Title  | Date     |
|----|-----------------|--|----------|
| 1  | 52.229-3        | FEDERAL, STATE, AND LOCAL TAXES  | APR/2003 |
| 2  | 52.232-33       | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION  | OCT/2003 |
| 3  | 52.245-2        | GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (91-DEV-44)  | MAY/2004 |
| 4  | 52.246-2        | INSPECTION OF SUPPLIES--FIXED PRICE  | AUG/1996 |
| 5  | 52.247-34       | F.O.B. DESTINATION   | NOV/1991 |
| 6  | 52.247-54       | DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS   | MAR/1989 |
| 7  | 52.249-2        | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)  | MAY/2004 |
| 8  | 252.209-7004    | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98 | MAR/1998 |
| 9  | 252.211-7005    | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS   | FEB/2003 |
| 10 | 252.225-7013    | DUTY-FREE ENTRY  | JAN/2004 |
| 11 | 252.242-7003    | APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS  | DEC/1991 |
| 12 | 252.243-7002    | REQUESTS FOR EQUITABLE ADJUSTMENT  | MAR/1998 |
| 13 | 52.212-5        | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS   | JUN/2004 |

(a) The Contractor shall comply with the following FAR clause, which is incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (b), which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- X\_(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_\_(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- \_X\_(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)
- \_\_\_\_(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- \_\_\_\_ (ii) Alternate I to 52.219-5.
- \_\_\_\_ (iii) Alternate II to 52.219-5.
- (5)(i) 52.219-6, Notice of Total Small Business Aside (June 2003)(15 U.S.C.644)
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set Aside (June 2003)(15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- \_X\_(7) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- \_\_\_\_(8) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4))
- (ii) Alternate I of 52.219-9.
- (iii) Alternate II of 52.219-9.
- \_ (9) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- \_\_\_\_(10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_\_ (ii) Alternate I of 52.219-23.
- \_\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_\_(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- X (13) 52.222-3, Convict Labor (E.O. 11755)
- X (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2004)(E.O.13126)
- \_X\_(15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- \_X\_(16) 52.222-26, Equal Opportunity (E.O. 11246)
- \_X\_(17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- \_X\_(18) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- \_X (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- \_\_\_\_(20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

|  |  |   |
|--|--|---|
| <p style="text-align: center;"><b>CONTINUATION SHEET</b></p> | <p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-C-0805      MOD/AMD</p> | <p style="text-align: center;"><b>Page 27 of 37</b></p> |
|--|--|---|

**Name of Offeror or Contractor:** FOAMEX L.P.

(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_(21) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

(22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act--(Jan 2004)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-178).

\_\_\_ (ii) Alternate I of (Jan 2004)52.225-3.

\_\_\_ (iii) Alternate II of (Jan 2004)52.225-3.

\_\_\_(23) 52.225-5, Trade Agreements (Jan 2004)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (24) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s, proclamations, and statutes administered by the Office of Foreign assets Control of the Dept. of the Treasury).

\_\_\_(25) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

\_\_\_(26) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

(27) 52.232-29, Terms for Financing of Purchases of Commercial Items (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(28) 52.232-30, Installment Payments for Commercial Items(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

\_\_\_(30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

\_\_\_(31) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

\_\_\_(32) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

\_\_\_(33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241 & 10 U.S.C. 2631).

(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

\_\_\_(1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

\_\_\_(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph, in a subcontract for commercial items or commercial components. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(v) 52.222-41, Service Contract Act of 1965, As Amended, flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

**Name of Offeror or Contractor:** FOAMEX L.P.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

|    |              |   |          |
|----|--------------|---|----------|
| 14 | 252.212-7001 | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR<br>EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL<br>ITEMS | JUN/2004 |
|----|--------------|---|----------|

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

( ) 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law of Executive orders applicable to acquisitions of commercial items or components.

252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

\_\_\_\_ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)(15 U.S.C. 637 note).

X 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).

X 252.225-7012 Preference for Certain Domestic Commodities.

X 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2533a).

\_\_\_\_\_252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (10 U.S.C. 2533a).

\_\_\_\_252.225-7016 Restriction on Acquisition of Ball and Roller Bearings.  
(\_\_\_\_ Alternate I)(10 U.S.C. 2534 and Sect. 8099 of Pub.L. 104-61 and similar sections in subsequent DoD app. acts).

\_\_\_\_\_252.225-7021 Trade Agreements (JAN 2004)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

\_\_\_\_\_252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2004)(\_\_\_\_  
Alternate I)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

\_\_\_\_ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

\_\_\_\_ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns  
Section 8021 of Pub.L. 107-248).

\_\_\_\_\_252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).

252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

\_\_\_\_\_252.232-7003 Electronic Submission of Payment Requests (10 U.S.C. 2227).

X 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).

252.247-7023 Transportation of Supplies by Sea (10U.S.C. 2631)  
(\_\_\_\_Alternate I)  
(\_\_\_\_Alternate II)  
(\_\_\_\_Alternate III)(10 U.S.C. 2631)

|   |  |  |
|---|--|--|
| <p align="center"><b>CONTINUATION SHEET</b></p> | <p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W56HZV-04-C-0805      <b>MOD/AMD</b></p> | <p align="center"><b>Page 29 of 37</b></p> |
|---|--|--|

**Name of Offeror or Contractor:** FOAMEX L.P.

\_\_\_\_252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause (FAR 52.212-5) of this contract, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2533a).
- 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)
- 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

15            52.242-4022            DELIVERY SCHEDULE            MAY/2000  
                  (TACOM)

(a) The following delivery schedule applies to this procurement:

- (1) See the Government's proposed schedule in Section B. Deliveries are within 45 days after receipt of Government furnished material.
- (2) You can accelerate delivery: at no additional cost to the Government.
- (3) Delivery is defined as follows:

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the order, to ensure that the item reaches its destination by the time reflected in the order.

[End of Clause]

16            52.211-16            VARIATION IN QUANTITY            APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

- ZERO percent increase; and
- ZERO percent decrease.

This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

17            52.212-4            CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS            OCT/2003

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-C-0805 <b>MOD/AMD</b> | <b>Page 30 of 37</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:** FOAMEX L.P.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

- (x) Electronic funds transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability,

|                           |  |                             |
|---------------------------|--|-----------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-C-0805 <b>MOD/AMD</b> | <b>Page</b> 31 <b>of</b> 37 |
|---------------------------|--|-----------------------------|

**Name of Offeror or Contractor:** FOAMEX L.P.

including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-C-0805 <b>MOD/AMD</b> | <b>Page 32 of 37</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:** FOAMEX L.P.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

[End of Clause]

18      252.204-7004      ALTERNATE A

NOV/2003

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-04-C-0805 MOD/AMD | Page 33 of 37 |
|--------------------|---|---------------|
|--------------------|---|---------------|

Name of Offeror or Contractor: FOAMEX L.P.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

[End of Clause]

19 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT MAR/2003

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

20 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING JUN/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnnet.pica.army.mil/Contracts/Index.htm>  
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be

| CONTINUATION SHEET                         | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-04-C-0805 MOD/AMD | Page 34 of 37 |
|--|---|---------------|
| Name of Offeror or Contractor: FOAMEX L.P. |   |               |

submitted electronically. Acceptable formats include:

- (1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

- (f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

|    |             |  |          |
|----|-------------|--|----------|
| 21 | 52.204-4009 | MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION | JUN/1999 |
|    | (TACOM)     |  |          |

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

|    |             |                               |          |
|----|-------------|-------------------------------|----------|
| 22 | 52.246-4026 | LOCAL ADDRESS FOR DD FORM 250 | JAN/2002 |
|    | (TACOM)     |                               |          |

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:  
DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmision. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at  
<http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

**Name of Offeror or Contractor:** FOAMEX L.P.

[End of Clause]

23            52.247-4016            HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS  
                 (TACOM)

JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

24 52.247-4458 GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION  
(TACOM)

SEP/2000

(a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.

(b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.

(1) Unit Package:

(i) Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing the product along with any required protective materials(s)(e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, sealed in a waterproof bag, and placed in a fiberboard box).

(ii) Unit Package Exterior Size/Weight of Unit Package with contents:

Length\_\_\_\_\_ x Width\_\_\_\_\_ x Depth \_\_\_\_\_(expressed in inches)/Weight expressed in \_\_\_\_\_ pounds

(2) Shipping Container:

(i) Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:

Length, \_\_\_\_\_ x Width, \_\_\_\_\_ x Height, \_\_\_\_\_ (expressed in feet and inches)

(ii) Number of unit packages per shipping container \_\_\_\_\_ each

(iii) Gross weight of Shipping container and contents \_\_\_\_\_ Lbs.

(3) Unitized Loads:

(i) Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [ ] No [ ]; describe: \_\_\_\_\_.

(ii) Number of Shipping containers per pallet/skid \_\_\_\_\_ each.

(iii) Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials \_\_\_\_\_ Lbs

(iv) Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity:

Length,            x Width,            x Height,            (expressed in feet and inches)

(v) Gross Weight of Unit Load \_\_\_\_\_ Lbs;

|   |  |                             |
|---|--|-----------------------------|
| <b>CONTINUATION SHEET</b>                         | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-04-C-0805 <b>MOD/AMD</b> | <b>Page</b> 36 <b>of</b> 37 |
| <b>Name of Offeror or Contractor:</b> FOAMEX L.P. |  |                             |

[End of Clause]

|  |   |         |               |
|--|---|---------|---------------|
| CONTINUATION SHEET                         | Reference No. of Document Being Continued |         | Page 37 of 37 |
|  | PIIN/SIIN W56HZV-04-C-0805                | MOD/AMD |               |
| Name of Offeror or Contractor: FOAMEX L.P. |   |         |               |

LIST OF ATTACHMENTS

| List of<br>Addenda | Title   | Date | Number<br>of Pages | Transmitted By |
|--------------------|---|------|--------------------|----------------|
| Attachment 001     | DRAWINGS FOR P/N 5582606 AND P/N MIL-C-53109  |      |                    |                |
| Attachment 002     | TEST PLAN FOR POLYURETHANE FOAM FOR EXPLOSION MITIGATION IN<br>MILITARY GROUND VEHICLES - FUEL TANK INSERTION AND<br>POLYURETHANE FOAM TEST |      |                    |                |
| Attachment 003     | TEST PLAN FOR POLYURETHANE FOAM FOR EXPLOSION MITIGATION IN<br>MILITARY GROUND VEHICLES - M969 TANKER INSTALLATION AND<br>TESTING           |      |                    |                |
| Attachment 004     | DRAWINGS FOR M969 FUEL TANKER   |      |                    |                |